EXHIBIT A

LICENSE AGREEMENT

THIS AGREEMENT MADE the 19th day of December, 1998, **BETWEEN:** ADVANTAGE SOFTWARE, INC., a Florida corporation, with it's principal place of business located at Stuart, Florida (hereinafter referred to as "ASI") and LENNOX SQUIRE & ASSOCIATES, LTD., a Bahamian corporation, whose principal place of business is located at Nassau, Bahamas, (hereinafter referred to as the "LICENSEE") and ASI and LICENSEE collectively referred to hereinafter as the "Parties".

RECITALS:

WHEREFORE, LICENSEE desires to enter into an Agreement with ASI to acquire the rights to all the existing Advantage Software (the "Software");

WHEREFORE, the Parties mutually desire to enter into a License Agreement

WHEREFORE, the Parties contemplate that the LICENSEE will prescribe the system of marketing or operations relative to sales of the Software. However, ASI can participate in sales and marketing.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained, together with other good and valuable consideration, the sufficiency of which the Parties hereto acknowledge, the Parties agree as follows:

ARTICLE ONE
RECITALS

1.01 **Recitals Correct** - The Parties hereby acknowledge and declare that the foregoing designation of parties and recitals are accurate and are hereby incorporated into and made a part of this Agreement.

ARTICLE TWO
INTERPRETATION

2.01 **Definitions** - Wherever used in this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words and phrases shall have the respective meanings ascribed to them as follows:

(a). Business - means the selling, marketing, distribution and servicing software products developed by ASI.

(b). Trade Property - means and includes, without limiting the generality of the term, all software, any logos, corporate names, trade marks, trade names, copyrights, industrial designs and other forms of intellectual property, as well as trade secrets relating to suppliers, vendors, clients, prospective clients, products, advertising, promotions, and technical know-how, which to date have been used and were developed by ASI, all of which are presently the exclusive property or exclusive sales rights of ASI;

(c). Software – means the intellectual property created and developed by ASI and which is presently in the marketplace, including the following product: Eclipse CAT, SearchMaster, AccuCAP, LawBridge, CompPress, CompPress Plus, CR-Office (single user) and CR-Office (multi-user and agency user). All "software" (intellectual property) product created and or acquired by ASI during the term of this Agreement and for a period of one (1) year following termination of this Agreement shall be for the benefit of LICENSEE and all right, title and interest in such "software" product shall automatically revert to LICENSEE thereon.

(d). Market – persons rendering or entities engaged in or relating to services performed by court reporters, shorthand reporters, certified court transcribers or official transcribers and those entities, agencies or similar groups that maintain and use or apply shorthand transcription equipment and devices.

2.02 **Gender and Name** - In this Agreement, words importing the singular includes the plural and vice versa, and words importing gender include all genders.

2.03 **Currency** - All reference to money, unless otherwise specified, shall be in United States currency.

2.04 **Article and Section Heading** - The insertion of headings and the division of this Agreement into articles and sections are for convenience of reference only and shall not affect the interpretation thereof.

2.05 **Entire Agreement** - This Agreement, and documents incorporated by reference herein, and any exhibits or addenda annexed hereto, constitute the entire Agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions with respect to the subject matter hereof whether oral or written. Except as is provided herein, there are no conditions, representations, warranties, undertakings, promises, inducements or agreements whether direct, indirect, collateral, express or implied made by ASI to the LICENSEE. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by both of the Parties hereto.

2.06 **Applicable Law** - This Agreement shall be governed by and construed in accordance with the laws of the Bahamas notwithstanding that the actual use of the name and trade property may be used in any other country.

2.07 **Time of the Essence** - Time is of the essence hereof.

2.08 **Severability of Provisions** - The invalidity or unenforceability of any provision or covenant or portion thereof contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant or any other portion thereof herein contained and any such invalid provisions or covenant or portion thereof shall be deemed to be severable.

2.09 **Non-waiver** - The failure of the LICENSEE to exercise any right, power or option given hereunder or to insist upon the strict compliance with the terms and conditions hereof by ASI shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by ASI of its right at any time thereafter to require strict compliance of the terms and conditions hereof, including the terms or conditions with respect to which ASI has failed to exercise such right, power or option.

2.10 **Attornment and Submission to Jurisdiction of the Bahamas** - The LICENSEE and ASI hereby attorn and submit to the Courts of the sovereign nation of the Bahamas, for the enforcement of this contract and for the enforcement of any arbitrated determination hereunder.

2.11 **Responsibility** - LICENSEE shall be responsible for investigation into and compliance with the regulations, laws or customs that may affect the business operations and methods hereunder. ASI hereby indemnifies and undertakes to defend the LICENSEE from and for any claims, fines, damages, debts or liabilities which may incur as a result of the operations of the business conducted by ASI under any marketing agreement with any other party relative to the Software hereunder and for any existing liability or obligation that may exist presently, including reasonable attorneys' fees in the event that ASI must employ an attorney to defend its position or enforce its rights under this Agreement.

2.12 **Waiver of Claims of Illegality or Invalidity** - To the extent allowed by law, the parties hereby agree not to assert the illegality or invalidity of this contract in any jurisdiction. ASI waives any claim against LICENSEE, its attorneys, agents, officers, directors, or affiliates for any advice rendered prior to executing this Agreement.

ARTICLE THREE
SCOPE OF LICENSEE'S RIGHTS

3.01 **Grant Location** - Subject to the terms and conditions contained herein, ASI hereby grants to LICENSEE worldwide rights to all sales, marketing and distribution rights to the Software.

3.02 **Term of Agreement** - This Agreement shall remain in force as long as the Software is in use; and,

(a) The LICENSEE shall have substantially complied with all of the provisions of this Agreement or Agreements subsequent hereto between the Parties;

(b) The monetary obligation owed by the LICENSEE to ASI shall remain current and is otherwise fully satisfied;

(c) The LICENSEE shall have executed all instruments and documents necessary to carry out the terms and conditions of this Agreement and to fully perform hereunder; and, executes and carries out all the terms and conditions of the Agreements, instruments and documents customarily used by ASI in the sales and servicing of Software, which Agreements, instruments and documents may contain different terms than those set forth herein;

(d) The LICENSEE pay all necessary fees and expenses that are inherently required to fully and properly carry out the intention of the Agreement hereunder.

ARTICLE FOUR
PROFITS

4.01 **Right to Profit** - That ASI shall receive 5% of any net profit over the first One Million Dollars of annual profit from the revenue generated from the Software under the terms of this Agreement. Net revenue shall be determined applying generally accepted accounting principles in the telecommunications industry. 5% profit sharing only applies on an annual basis to profit generated from sales and renewals relating to the Software and after deducting the first earned one million dollars, in United States currency, of profit generated from the Software sales and renewals.

4.02 **Accounting** - LICENSEE shall apply generally accepted accounting principles as used in this industry. ASI shall receive quarterly reports. Proceeds shall be mailed to ASI within fifteen (15) days from the end of each quarter.

ARTICLE FIVE
ASI OPERATION, MAINTENANCE AND SUPPORT OBLIGATIONS

5.01 **ASI's Operations and Maintenance** – ASI hereby agrees to fully support the Software Business.

5.02 **Quarterly Up Dates** - LICENSEE shall update ASI on a regular basis. Updates include but are not limited to:

1. Amount of usage purchased by customers using the Software;

2. Monthly occurring expenses including all taxes and support services reported quarterly; and,

3. Any purchase for items such as equipment, software and any other items necessary to conduct Business;

5.03 **Coordination of Additional Support and Operations** - ASI shall provide ongoing technical support, research and development of products and services to LICENSEE and to the purchasers of the Software or their assigns. ASI shall communicate such information that can be used by the end users of the Software directly to the consumers or as directed by LICENSEE.

5.04 **Additional Programs** - ASI will establish additional optional programs designed to aid the use of the Software. These programs will be offered to the LICENSEE. They may include joint marketing or promotional programs, trade show activities (booth, sponsorship, etc.), and other similar events.

ARTICLE SIX
ADDITIONAL OBLIGATIONS OF ASI

6.01 **Operations** - In order to maintain the high quality, uniform standards, methods, procedures and specifications of the Software, and to protect and promote the goodwill and reputation associated therewith, ASI will establish checks and balances to assure:

(a) compliance with all prevailing laws and regulations relevant and applicable to the Business;

(b) that all required licenses, permits, permissions and certificates for the operation of the Business are current and maintained.

6.02 **Suggested Prices and Special Promotions** - The parties hereto agree and understand that there may be from time to time opportunities to review additional compensation for Software upgrades, new Software, for goods or services to be resold or delivered to customers for goods or services not normally undertaken or sold under this Agreement. Any such information received by ASI shall be used in determining its cost or expenses. Special promotions, services established, or products created after the date of this Agreement, may be implemented by ASI, if in ASI's best business judgement, the promotion, service or product is in the best interest of the parties.

ASI may require LICENSEE to reserve and establish a "**Software development fund**" up to 10% of annual payments under this contract, to be used for Software upgrades, which ASI deems necessary and/or beneficial, including equipment enhancement for more capacity to create Software upgrades and replacing obsolescent equipment.

In the event the LICENSEE is unable or fails to contribute this contribution for equipment enhancements for more capacity or replace obsolescent equipment, following a fourteen (14) day notification by ASI in writing that enhancement or replacement needed, the parties hereto agree that ASI shall maintain a lien against any revenues generated in the United States from the sale, marketing and distribution of Software.

The "System development fund" shall be terminated when mutually agreed upon between ASI and the LICENSEE. If the fund is terminated, the remaining funds, including earned interest in the fund, shall be distributed to ASI and LICENSEE in direct relationship as to contribution. Any accounting and legal fees necessary for the distribution of the fund will be deducted directly from the "**System development fund**" for such expenses.

6.03 **Equipment** - The equipment necessary to operate the Business remains the property of ASI and the equipment used to create and manufacture Software shall be the property of LICENSEE and is part and parcel to the sale of Software to LICENSEE from ASI.

6.04 **Insurance** - ASI shall maintain in full force and effect such policies of insurance and in such amounts as may be reasonably required by LICENSEE, to protect the Agreement property.

ARTICLE SEVEN
PURCHASE PRICE, PAYMENT AND REPORTING

7.01 LICENSEE hereby agrees to and shall pay the sum of TWO MILLION FIVE HUNDRED THOUSAND ($2,500,000.00) DOLLARS in United States currency, to ASI.

7.02 **Initial Purchase/Installment Payment** - The LICENSEE shall pay to ASI on or before May 30, 1999; an initial payment for the Software rights and privileges granted herein, in the amount of $250,000.00US. The LICENSEE hereby agrees that the initial payment is fully earned and non-refundable, in whole or in part.

7.03 LICENSEE hereby agrees and shall pay ASI the sum of $250,000.00US on or before the first day of April, 2000 and $250,000.00US on or before the first day of each consecutive April thereafter through and including the year 2008.

7.03 **Taxes** - ASI is solely liable for and shall pay promptly all taxes incurred by it or for which it is responsible, including but not limited to any capital gains, applicable sales taxes, taxes and levies by municipal, county, provincial, state, and federal, or local agencies. LICENSEE shall be responsible for any taxes incurred by LICENSEE as relating to this Agreement. Software equipment as described in paragraph 6.03 above shall be purchased in the name of LICENSEE and LICENSEE will be entitled to the tax write off for ninety (90%) percent of the value of the equipment based upon a ten (10%) percent residual. LICENSEE shall lease the equipment to ASI for use as stated in this Agreement. It is agreed that after the lease payments are paid in full, ASI has an option to purchase the equipment for the ten (10%) percent residual amount. See Section 13.04(b).

ARTICLE EIGHT
ADVERTISING AND PROMOTION

8.01 **Advertising and Promotion** - Administration of advertising and promotion shall be performed by ASI. The parties hereto understand that widely distributed advertising and promotion may be beneficial and that the parties agree that ASI in its discretion may include LICENSEE advertising and promotional activities with others in the industry.

ARTICLE NINE
TRADE MARKS AND TRADE PROPERTY

9.01 **Use of Trade Marks and Trade property** - The LICENSEE understands and agrees:

(a) That ASI has developed and continues to develop and register trade marks, trade names, copyrights and industrial designs. The parties hereto agree and acknowledge that LICENSEE exclusively maintains a proprietary interest in such intellectual property during the existence and after, termination of this Agreement and any right granted herein to use LICENSEE's trade marks and trade property applies only to their use in connection with this Agreement and that such right is subject to the laws and regulations normally associated with such registration together with any of LICENSEE common law rights. ASI hereby covenants to execute any document or Agreement reasonably related to the compliance with such laws, and shall not undertake any action to undermine, compromise or otherwise diminish the value of such proprietary interests;

(b) That, except as is expressly provided in this Agreement or any required Agreement entered into pursuant to this Agreement, ASI acquires no right, title or interest in the trade property or the trade marks and any and all goodwill associated with the trade property and the trade marks inures exclusively to the benefit of LICENSEE;

(c) Not to dispute or contest for any reason whatsoever, directly or indirectly, during the term of this Agreement and after termination or expiration thereof, the validity, ownership or enforceability of any of the trade property or trade marks, nor directly or indirectly attempt to dilute the value of the goodwill attached to the trade property or trade marks, nor counsel, procure or assist anyone else in doing any of the foregoing;

(d) To notify LICENSEE of any actual or suspected unauthorized use of the trade marks or trade property or any variation or imitation thereof and to notify LICENSEE of any action threatened or instituted against LICENSEE or ASI relating in anyway to the trade name or trademarks. In the event that LICENSEE undertakes the prosecution or defense of any such action, ASI shall fully cooperate with LICENSEE's attorneys and execute such documents and do such acts and things as LICENSEE's attorneys deem expedient or necessary; and,

(e) To observe such reasonable requirements with respect to copyright and trade mark notices, trade name registrations, industrial design registrations and other forms of marking as LICENSEE may direct from time to time.

(f) Notwithstanding the foregoing, the parties hereto acknowledge that for purposes of ASI maintaining its goodwill and client base to the benefit of LICENSEE, that the trademarks, copyright and other insignia shall remain as presently depicted.

9.02 **Change in Trade Mark and Trade Property Laws** - In the event that any federal, state, local or any other relevant law is amended so as to render inapplicable any of the provisions of Section 9.01 hereof, ASI agrees to execute such documents and to do such acts and things as, in the opinion of LICENSEE, may be necessary from time to time to affect the intent and purpose of section 9.01 hereof.

CATEGORY I-CONFIDENTIAL

ARTICLE TEN
PROTECTION OF PROPRIETARY INTEREST

10.01 **Confidentiality** - The parties respectively agree not to disclose any non-public information acquired directly or indirectly under or pursuant to this Agreement. The only exception for disclosure is to provide information to others in order to carry out the terms and conditions of this Agreement on an as needed basis. LICENSEE hereby understands and agrees that this confidentiality of non-public information not only exists during the term of this Agreement, but shall survive and be enforceable for at least five (5) years after termination of this Agreement. LICENSEE further agrees to secure appropriate covenants of confidentiality from it's employees, directors, officers, agents and any other persons or entities that may acquire such confidential information under and pursuant to this Agreement.

10.02 **Non-competition** - During the term of this Agreement, and for a period of two (2) years after the termination or expiration thereof, ASI shall not individually or in connection with any other person or entity as salesperson, principal, agent, adviser, shareholder, director, employee, guarantor or in any other manner whatsoever, directly or indirectly carry on, be engaged in, provide advice with respect to or solicit any business which competes with the Software acquired by LICENSEE hereunder, except as may be expressly authorized in writing by LICENSEE. ASI agrees that it is responsible to assure that its employees, agents, officers, directors and the like do not compete with ASI during the term of this Agreement and for a period of two (2) years after termination of this Agreement.

10.03 Nothwithstanding the foregoing, it is understood that ASI will be available to assist in the sales, distribution and marketing of the Software, including upgrades and new developed Software products, whether contracted to perform such services directly with LICENSEE or through any third party. That such rendering of services hereunder shall not be construed as competing and in violation of paragraph 10.02 above.

10.03 **Interference with Employment Relations** - During the term of this Agreement and following the termination or expiration hereof, the parties, their directors, agents, officers, shareholders, employees, affiliates and sales personnel shall not solicit for employment any person who is employed by either party at the signing of this Agreement, including any future employees, nor shall either directly or indirectly induce any such person to leave the other party's employment.

10.04 **Reasonable Precautions** - Each party hereto agrees to take all reasonable precautions to insure that the foregoing restrictions and obligations are binding upon its employees, directors, shareholders, officers, Licensees, agents and others under its direct or indirect control.

10.05 **Irreparable Harm** - ASI hereby expressly acknowledges and agrees that breach by it of any of the terms of this Article, whether accidental or intentional, shall result in irreparable harm to LICENSEE, such that LICENSEE shall be entitled to an immediate injunction to enforce the terms hereof, and that this right to an injunction shall not in any way limit or restrict any other remedies available to LICENSEE at law or equity. ASI acknowledges that certain damages related to such violation(s) may be difficult to establish; therefore, agrees to liquidated damages of no less than $100,000.00 for each material violation.

ARTICLE ELEVEN
ARBITRATION

11.01 **Submission to Arbitration** - Notwithstanding anything herein to the contrary, the parties hereby agree that in the event that there shall arise any conflict, including, but not limited to the interpretation of this Agreement, rights, ownership of intellectual property or any other controversy which may normally be resolved through legal process, they will submit such controversy to binding arbitration. For purposes of uniformity and to address the concern set forth by ASI in negotiating this provision of the Agreement, such arbitration will be conducted under the rules and conditions set forth by the American Arbitration Association. The arbitration to be undertaken in Nassau, Bahamas. The parties may select a single arbitrator, or in the event that they are unable to decide on one person, they may each name one person who will select a third person. In the event that there is more than one arbitrator, a majority of the panel of three shall decide the issue or issues at hand. In addition to the decision concerning these issues, the arbitrator(s) may award costs and expenses to the prevailing party as he, she or they shall determine to be fair and equitable. Either party may seek enforcement of the decision in the proper Bahamian court, and in accordance with the terms of this Agreement.

ARTICLE TWELVE
TRANSFER

12.01 **Transfer by ASI** - ASI shall have the right to transfer any or all of its rights and obligations under this Agreement to any person, company, corporation or entity including any bank or lending institution, as it may in its sole discretion deem appropriate. In the event of such transfer ASI shall be released from any further liability under this Agreement with respect to those rights and obligations and the LICENSEE must look to the successor or assign of ASI to enforce its rights hereunder.

12.02 **Transfer by the LICENSEE** - The LICENSEE acknowledges that the granting of the Software rights hereunder to it from ASI includes the secured position of ASI in the significant rights it has given up in the sale and transfer of such rights to LICENSEE. Thus, LICENSEE further agrees and understands that the transfer of the rights by assignment or otherwise to any third party requires the advance approval and notification of ASI. To avoid the argument that LICENSEE may otherwise have in claiming that it can upon its own volition transfer the Software rights to any other third party and that consent cannot be withheld without just cause or the like, LICENSEE hereby waives any such right and agrees that ASI may withhold consent to any assignment or other transfer of the Software rights to any other party for any reason or for no reason at all. Furthermore, LICENSEE must provide any one of the following criteria to the satisfaction of ASI:

(a) The proposed transferee is acceptable to ASI based upon financial stability of proposed transferee:

(b) There shall be no existing default by the LICENSEE under this Agreement and under any supplemental, collateral or registered user Agreement entered into pursuant to any transfer;

(c) LICENSEE shall have settled all outstanding accounts related to this Agreement with all creditors prior to transfer;

(d) LICENSEE shall have delivered to ASI a complete release of ASI and its shareholders, directors, LICENSEES, agents, officers and employees from all claims relating to this Agreement in a form satisfactory to ASI;

(e) A fee paid to ASI of One Thousand and no 100ths dollars ($1,000.00) for costs of reviewing, investigating and considering the proposed transferee;

(f) The proposed transferee shall have assumed all of the obligations and liabilities of the LICENSEE hereunder, and, if required by ASI, shall have executed any other standard or usual form of Agreement;

(g) The LICENSEE shall pay to ASI all of ASI's reasonable direct costs for all activities required of ASI as a result of or related to such transfer, which include, without limiting the generality of the foregoing, government licensing, registration fees and legal costs; and

(h) All monetary obligations owed by the LICENSEE to ASI shall have been satisfied.

It is understood and agreed that upon satisfaction of all of the foregoing conditions, the LICENSEE shall be released from any further liability under this Agreement except for those agreements and provisions that survive termination under Articles Nine and Ten above.

12.03 **Right of First Refusal** - Without in any way limiting ASI's rights to reject a Transfer pursuant to Section 12.02 hereof, if at any time during the term of this Agreement the LICENSEE obtains a *bona fide* offer to acquire all or any part of its interest in the LICENSEE, it shall notify ASI. ASI shall have thirty (30) days to decide if it will purchase LICENSEE's interest on the same terms and conditions. If ASI elects to purchase, LICENSEE shall sell to

ASI under said terms and conditions provided for in the bone fide offer.

Notwithstanding anything contained herein to the contrary, the transfer of stock of a corporation shall not be deemed to be a transfer subject to the rules and conditions hereof if such transfer shall not involve the transfer of control in the corporation.

ARTICLE THIRTEEN
TERMINATION AND EXPIRATION

13.01 **Termination** - The LICENSEE shall be deemed to be in default under this Agreement and ASI may, at its option, terminate this Agreement and all rights granted herein effective immediately and subject to clause 13.03 herein, without prior opportunity to cure the default except as is set out herein, if;

(a) The LICENSEE makes a general assignment for the benefit of creditors or a proposal or arrangement under the *Bankruptcy Act*, or similar or equivalent legislation; or

(b) If a petition is filed against the LICENSEE under the *Bankruptcy Act*, or similar or equivalent legislation; or

(c) If the LICENSEE shall be declared or adjudicated bankrupt, or similar or equivalent status; or

(d) If a liquidator, trustee in bankruptcy, custodian, receiver, receiver and manager or any other officer with similar powers shall be appointed for the LICENSEE; or

(e) If the LICENSEE shall commit an act of bankruptcy, propose a compromise or similar arrangement, institute proceedings to be adjudged bankrupt or insolvent, or consents to the institution of such proceedings, or admits in writing an inability to pay debts generally as they become due or equivalent actions; or

(f) Any goods or chattels of ASI or the LICENSEE are seized or taken in execution or attachment by a creditor or creditors of the LICENSEE; or

(g) If a writ of execution or similar device shall issue against the goods, property or chattels of LICENSEE, and LICENSEE fails to vacate such writ; or

(h) The LICENSEE sells or disposes of any of its goods or chattels except in the normal course of business and such impairs the operation of LICENSEE's Business; or

(i) The LICENSEE fails to pay any fees or amounts owed to ASI and fails to cure within 30 days of written demand by ASI; or

(j) The LICENSEE is in default of any other obligations under this Agreement and fails to cure within a reasonable time of written demand to the LICENSEE by ASI; or

(k) The LICENSEE is in default of any Agreement with ASI to cure a prior default.

13.02 **Voluntary and Unilateral Termination by the LICENSEE** - The LICENSEE may unilaterally terminate this Agreement, upon sixty days (60) days' notice in writing to ASI, upon the following terms and conditions:

(a) All of the terms and conditions of this Agreement respecting termination and expiration of the Agreement shall apply, and in particular but without limiting the generality of the foregoing, clause 13.03 herein, and all terms and conditions relative to surviving termination or expiry of the Agreement shall apply, including those contained in Articles Nine and Ten;

(b) No part of any initial fee or fees, debt, account or other amounts paid or payable to ASI shall be refundable or cease to be payable in whole or in part to ASI by reason of the termination of the Agreement by the LICENSEE.

13.03 **LICENSEE's Obligations upon Termination or Expiration** - Upon the termination or expiration of this Agreement prior to maturity and full performance as required hereunder of LICENSSEE, for any reason whatsoever, the LICENSEE shall retain any rights to the Software and all right, title and interest in the Software shall revert to back ASI:

(a) Forthwith and in any event within seven (7) days of the termination of the Agreement, return to ASI, at the expense of the LICENSEE, all of the Software then in the possession of the LICENSEE, including but not limited to all equipment, hardware, written material related in any manner to the Software, including any and all copies thereof.

(b) Immediately pay to ASI all costs, expenses and other charges due.

(c) Immediately return to ASI all copies and the originals of all written materials, as originally supplied by ASI, relating to the Business of ASI and the LICENSEE, accounting and payroll records, including but not limited to any promotional material, client lists, potential client lists, manuals, directives, policy statements, advertising materials, management information, technical information provided to LICENSEE, all intellectual property and all papers, instruments, documents, data and tangible or intangible material provided by or through ASI.

13.04 **Option to Purchase** - Upon termination of Agreement by LICENSEE or the lease term ends during the term of this Agreement, ASI retains the following options.

(a) In the event of termination of this Agreement by LICENSEE, ASI shall have the right and option to purchase the LICENSEE's assets and business that are the subject matter of this Agreement. Such option to be exercised by Notice delivered to the LICENSEE within thirty (30) days of the date of the notice of termination of this Agreement. The purchase price payable for such purchase shall be fair market value, but not allowing any amount for goodwill, and less the LICENSEE's accounts payable to ASI. The purchase price payable shall be determined for equipment only, by two (2) independent appraisers, one of whom is selected by ASI and one by the LICENSEE. If such appraisers shall fail to agree, in the absence of a contrary Agreement by the parties hereto, the appraisers shall jointly select a third appraiser, whose determination shall be binding on both parties. Each party shall bear the fees and expenses of the appraiser selected by that party and one-half of the fees and expenses of the third appraiser.

(b) In the event LICENSEE maintains any equipment or building leases, before any such lease terms expire and assuming LICENSEE had a right to assign, sublet or the like, ASI shall have the option to extend any such leases or if applicable, purchase the equipment for its residual value (fixed at 10% of LICENSEE's cost) or if applicable pay the leasing company the residual value in exchange for ownership of the equipment.

(c) Any purchase and sale transaction under Section 13.04 herein shall be completed in accordance with applicable legislation, including tax law and bulk sales law.

ARTICLE FOURTEEN
RELATIONSHIPS AND INDEMNIFICATION

14.01 **Independent Parties** - ASI is not and shall not represent itself to be the agent or employee of LICENSEE. ASI or LICENSEE shall not be bound in any manner whatsoever by any agreements, warranties or representations made by the other party to any other person nor with respect to any other action of the opposite party. The LICENSEE shall not establish any bank account, make any purchase, apply for any loan or credit or incur or permit any obligation to be incurred in the name or on the credit of ASI. No acts of assistance given by ASI to the LICENSEE shall be construed to alter this relationship.

14.02 **Non-Liability** - ASI shall not be obligated or liable for any injury or death of any person or damage to any property caused by the LICENSEE's actions, failure to act, negligence or willful conduct, nor for any liability of the LICENSEE and in turn LICENSEE shall not be liable for or obligated for any overt act or failure to act on the part of ASI.

14.03 **Indemnity** - The LICENSEE hereby indemnifies and undertakes to defend ASI and its shareholders, directors, employees, attorneys and agents and hold them harmless from all fines, suits, proceedings, losses, claims, demands, or actions of any of kind whatsoever, directly or indirectly arising out of or in any manner whatsoever associated or connected with the LICENSEE's operation of the LICENSEE's Business, or disputes involving the legality of this Agreement or any subsequent or amending Agreement hereto in any jurisdiction and against any and all damages, costs, expenses and fees (including without limitation reasonable legal expenses) incurred or on behalf of any of the foregoing in the investigation or defense of any and all such suits, proceedings, claims, demand, or actions. The LICENSEE further indemnifies and releases ASI, its solicitors, agents, officers, directors, shareholders, affiliates, and employees from any claims respecting the LICENSEE's use of forms or advice provided by or construed to have been provided by ASI.

14.04 **Indemnity for LICENSEE** - ASI hereby indemnifies and holds the LICENSEE and its members, managers, partners, directors, officers, employees, attorneys and agents harmless from and against all fines, penalties and interest charges imposed as a result of ASI's negligent or intentional acts or omissions. In the event of any successful action against ASI hereunder, ASI indemnifies and agrees to pay LICENSEE for all of LICENSEE'S necessary and reasonable incurred costs and attorney fees.

ARTICLE FIFTEEN
GENERAL

15.01 **Counterparts** - This Agreement may be executed in counterparts and each counterpart so executed and delivered shall be deemed an original.

15.02 **Force Majeure** - Neither party shall be responsible to the other for nonperformance or delay in performance occasioned by any causes beyond its control, including without limitation, acts of civil or military authority, strikes, lockouts, embargoes, insurrections or Acts of God. If any such delay occurs, any applicable time period shall be automatically extended for a period equal to the time lost, provided that the party affected makes reasonable efforts to correct the reason for such delay and gives to the other party prompt Notice of any such delay.

15.03 **Successors and Assigns** - This Agreement shall inure to the benefit of and be binding upon ASI and LICENSEE and their respective heirs, legal representatives, successors and permitted assigns.

15.04 **Survival** - All obligations of ASI and the LICENSEE which expressly or by their nature survive termination, expiration or transfer of this Agreement shall continue in full force and effect subsequent to and notwithstanding such termination or expiration and until they are

CATEGORY I-CONFIDENTIAL

15.05 **Cumulative Rights** - The rights of ASI hereunder are cumulative and no exercise or enforcement by ASI of any right or remedy hereunder shall preclude the exercise of enforcement by ASI of any other right or remedy hereunder for which ASI is otherwise entitled by law to enforce.

15.06 **Further Assurances** - The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement.

15.09 **Investigation** - The LICENSEE acknowledges and warrants that it has conducted an independent investigation of the business of ASI. ASI and the LICENSEE recognize that the business venture contemplated by this Agreement involves business risks and that its success will be dependent upon the business ability of ASI. ASI expressly disclaims the making of, and the LICENSEE acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits or success of this business venture.

15.10 **Review of Agreement** - The LICENSEE acknowledges that it has received and read this Agreement. The LICENSEE further acknowledges that it has had an adequate opportunity to be advised by advisers of its own choosing regarding this Agreement, the investment, ASI and its vendors and associates.

IN WITNESS WHEREOF the Parties have duly executed and delivered this Agreement as of the date first written above.

ASI Inc.

By [signature]
Name GREG SEELY ~~Title~~: President
Dated: 12-19-98

[signature]
Witness
Dated: 12/19/98

LENNOX, SQUIRE & ASSOCIATES, LTD.

By [signature]
Name: DAVID E. ROSS,II
Title: Secretary of Global Management, Ltd.
Director of Lennox, Squire & Assoc., Ltd

Dated: 12/19/98

[signature]
Witness Dated: 12/19/98

HH0300